



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
86140013

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CRYSTAL RINK 304-558-2402

V
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*709035622 304-937-3900
 BAYLISS & RAMEY INC
 145 VAUGHAN DR
 PO BOX D
 FRAZIERS BOTTOM WV 25082

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T
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DIVISION OF HIGHWAYS
 PLANNING DIVISION
 BLDG 5 RM 816
 1900 KANAWHA BLVD E
 CHARLESTON, WV
 25305

DATE PRINTED
06/25/2014

BID OPENING DATE: 07/23/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	11	EA		550-82		
PERMANENT AUTOMATIC TRAFFIC RECORDERS						
REQUEST FOR QUOTATION (ONE-TIME PURCHASE)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE FOR THE INSTALLATION, REPAIR, AND CALIBRATION OF ELEVEN (11) PERMANENT AUTOMATIC TRAFFIC RECORDERS (PATR) TO BE USED AT LOCATIONS THROUGHOUT THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 86140013 *****						TOTAL: \$ 359,000.00
07/23/14 01:01:47PM West Virginia Purchasing Division						

RESIDENT	TELEPHONE	DATE
<i>Mark R. Post</i>	304-937-3900	JULY 23, 2014
FEIN 55-0343932	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

- A pre-bid meeting will not be held prior to bid opening.
- A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

- A **MANDATORY PRE-BID** meeting will be held at the following place and time:
 July 7, 2014 at 11:30 AM EST
 WV Department of Transportation Planning Division
 1900 Kanawha Blvd
 Building 5, 8th Floor Room A-808 (Conference Room)
 Charleston, WV 25305

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: July 11, 2014 at 5:00 PM EST

Submit Questions to:

Crystal Rink

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: crystal.g.rink@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: July 23, 2014 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of bid amount. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
\$250,000.00 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

West Virginia Contractor's License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
n/a for n/a
- This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation

during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or

maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 38. [RESERVED]**
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.



Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.

Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference.

If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: BAYLISS & RAMEY, INC.

Contractor's License No. WV000856

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
 - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy,
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 86140013

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

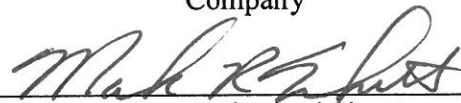
Addendum Numbers Received: **NONE**
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DAYLISS & RAMEY, INC.

Company



Authorized Signature

JULY 23, 2014

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

BAYLISS & RAMEY, INC.
(Company)

Mark R. Whitt
(Authorized Signature)

MARK R. WHITT, PRESIDENT
(Representative Name, Title)

304-937-3900 304-937-3901 Fax
(Phone Number) (Fax Number)

JULY 23, 2014
(Date)

REQUEST FOR QUOTATION
86140013 Permanent Automatic Traffic Recorders Installations

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Highways to establish a One Time Purchase contract for the installation, repair, and calibration of eleven (11) Permanent Automatic Traffic Recorders (PATR) field located statewide.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 86140013.
 - 2.4 **”FOB”** is an acronym for **"free on board"**, meaning that the buyer pays for transportation of the goods.
 - 2.5 **“PATR”** means Permanent Automatic Traffic Recorders.
 - 2.6 **“WIM”** mean Weigh-in-Motion.
 - 2.7 **“THHN”** means Thermoplastic High Heat-resistant Nylon-coated.
 - 2.8 **“AWG”** mean American wire gauge.
 - 2.9 **“MPH”** means miles-per-hour.
 - 2.10 **“Km”** means kilometer.
 - 2.11 **“ASTM”** means American Society for Testing and Materials.
 - 2.12 **“SIM”** means subscriber identification module.
 - 2.13 **“VDC”** means volts direct current.
 - 2.14 **“PVC”** means a Polyvinyl chloride plastic.

REQUEST FOR QUOTATION
86140013 Permanent Automatic Traffic Recorders Installations

- 2.15 “**LOOPS**” is a metal detector installed in the surface of the roadway. It consists of electrical wire embedded in the roadway, which establishes a magnetic field around the wires whenever a current of electricity is passed through it.
- 2.16 “**PIEZOS**” are crystals sandwiched between two metal plates are embedded in the roadway. Whenever a vehicle crosses over it the piezo vibrates and creates a pulse of electricity that the computer recognizes as a vehicle.
- 2.17 “**TYPE “M” CONTROLLER CABINET**” is a fabricated vinyl-coated, mill-finished aluminum cabinet that protects all components inside from all forms of outdoor natural elements, including rain, sleet and snow as well as seepage and splash.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

- 3.1.1 The successful Vendor shall provide loops and piezos in the pavement to continuously collect vehicle counts, vehicle classifications, Weigh-in-Motion (WIM) and speed data for the installation of eleven (11) new PATR sites. Vendor will be required to calibrate all site that will be installed.
- 3.1.1.1 The minimum quantity per site, per lane will be two (2) twelve foot piezo sensors arrayed with one (1) nine feet by six feet (9' X 6') loop detector and related wiring, saw cuts, conduit, etc. per attached materials list and installation sketches.
- 3.1.1.2 Associated wire runs will be made as necessary to connect sensors to in place controller cabinet. It should be noted, all new installation sites will have controller cabinets mounted on utility poles.
- 3.1.1.3 Contractor shall provide and install utility pole, type “M” controller cabinet and install solar panel on utility pole per attached material list.
- 3.1.1.4 Paving and guardrail installation requirements will be completed by appropriate West Virginia Department of Highways districts prior to site work. Coordination with the districts will be completed by Highway Traffic, Data Unit personnel.

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3.1.1.5 Piezo and Loops instructions for 2, 4 and 6 Lane installs:

- Piezo lead-in cables must be measured so they can be ordered attached to the sensor for direct pulls into cabinet. (No splices permitted.)
- Loops (THHN 14 AWG) can be pulled direct. (No splices permitted.)
- For accuracy and optimum installation a 3/4" single blade should be used to ensure one accurate cut per piezo installation.
- The Contractor should avoid placing sensors or loops through joints or cracked areas.
- All nine feet by six feet (9'X6') loops shall have four (4) turns of standard #14 AWG wire.
- West Virginia Department of Highway personnel will determine lead-in lengths & perform electrical readings of sensors during installation and will inspect pavement cuts which must utilize a 3/4" cut blade.
- Acetone will be required to clean sensors and cuts.
- The Contractor shall grout and seal all loops and piezos after installations with only Grout ECM P6-G or IRD AS475 and 3M Loop sealant.
- All sites will require WIM calibration upon completion of installation. Contractor will be responsible for providing calibration truck with certified weight and size as set forth by the West Virginia Department of Highways.

3.1.1.6 Weight-in-Motion sensors calibration requirements:

- Wheel base or axle spacing measurements shall have a precision of $\pm .5$ feet (.15m).
- Length measurements shall be accurate to within ± 2 MPH (4.83Km) of actual speed.
- Weigh-in-Motion measurements shall meet the accuracy performance standards set by ASTM E1318.
- Calibration vehicle will consist of the following characteristics: class 9 (5 axle) combination vehicle with operator, air ride equipped, and minimum 70 kilogram pound weight with weigh bill.
- Calibration process will consist of a minimum of 4 to a maximum of 6 passes per lane per site.

**REQUEST FOR QUOTATION
86140013 Permanent Automatic Traffic Recorders Installations**

- Upon completion of field calibration, adjustment factors for each site will be provided to West Virginia Department of Highways personnel.

3.1.1.7 Special Instruction

- Notice to Bidders: All contractors are required to attend pre-bid meeting prior to placing project bid.
- West Virginia Department of Highways to provide field map at mandatory pre-bid meeting.
- Contractor to submit in writing information regarding all sub-consultants to be used prior to construction. The West Virginia Department of Highways reserves the right to approve or disapprove all sub-consultants
- Notice to proceed will be within 45 days of bid opening. Contract duration will be 1 year from notice to Proceed.
- Vendor must coordinate lengths of Class 1 BL sensors with West Virginia Department of Highways, Highway Traffic, Data Unit before ordering to ensure Class 1 BL sensors are of proper length for each of the Two Lane Site Installation. Four and six lane sites do not apply.
- Vendor must supply “As Built” drawings per complete installation site, for all installs in order to be able to locate underground wiring and conduit pipes for future reference.
- All systems will be functional to West Virginia Department of Highways standards prior to payment. The systems shall be fully functional and equipped to collect traffic count, classifications, weight data, and speed data in multiple lanes.

3.1.2 PATR minimum material required for complete installation per site (11 sites)

3.1.2.1 Hardware items listed below as per 2, 4, and 6 lane installation.

<u>Quantity</u>	<u>Material Description</u>
1 each	90 watt solar panels and 12 VDC Solar Regulator
1 each	Items listed below as per 2 lane or 4 lane installation
1 each	Class H type pull box per lane
Measured	2” rigid aluminum pipe for all underground push unders and to cabinet

REQUEST FOR QUOTATION
86140013 Permanent Automatic Traffic Recorders Installations

1 each	Service pole of a minimum of twenty feet to a maximum of twenty five feet (20' to 25')
Measured	¾" PVC pipe with weather head for phone and solar panel lead-ins
1 each	Class M pole mount type cabinet West Virginia Department of Transportation will provide (3) three Class M pole mount type cabinets for the sites to be relocated).
1 each	Deka Solar Gel 12 VDC – Marine type battery “or equal”.

REQUEST FOR QUOTATION
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3.1.2.2 Piezo installation lead-in lengths.

Site 62	2-100'	4-200'	2-300'
Site 63	4-300'		
Site 64	2-100'	4-200'	2-300'
Site 4	2-100'	4-200'	2-300'
Site 65	2-100'	4-200'	2-300'
Site 66	2-100'	4-200'	2-300'
Site 67	2-100'	2-200'	
Site 68	2-100'	4-200'	2-300'
Site 17	4-200'		
Site 21	4-200'		
Site 46	2-100'	2-200'	

3.2 Non-Mandatory Requirements: Contract Items are the responsibility of West Virginia Department of Highways and is provided for informational purposes only.

3.2.1 The following communication connection requirements for each new site:

- 4 - Cellular service with wireless modem and SIM card
- 17 - Telephone "Land line" service with cascade modem
- 21 - Can use Cellular (recommended) or Land line.
- 46 - Can use Cellular (recommended) or Land line.
- 62 - Cellular service with wireless modem and SIM card
- 63 - Cellular service with wireless modem and SIM card
- 64 - Cellular service with wireless modem and SIM card
- 65 - Cellular service with wireless modem and SIM card
- 66 - Cellular service with wireless modem and SIM card
- 67 - Telephone "Land line" service with cascade modem
- 68 - Cellular service with wireless modem and SIM card

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by listing the complete installation of eleven (11) new PATR's sites with eleven (11) batteries and the Weigh-in-Motion calibration of eleven (11) sites. Vendor

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86140013 Permanent Automatic Traffic Recorders Installations

should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Crystal.G.Rink@wv.gov

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

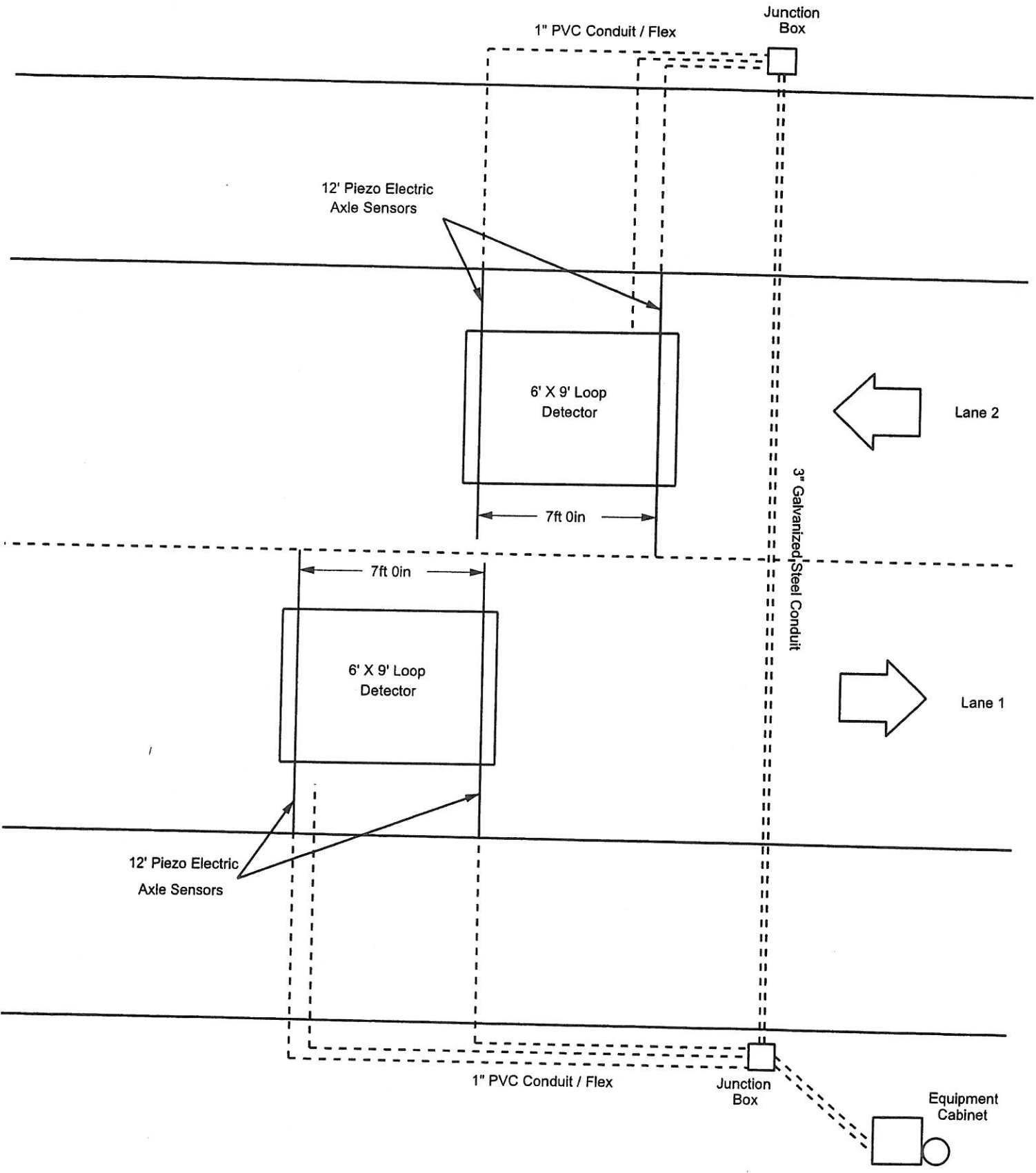
6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product

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shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

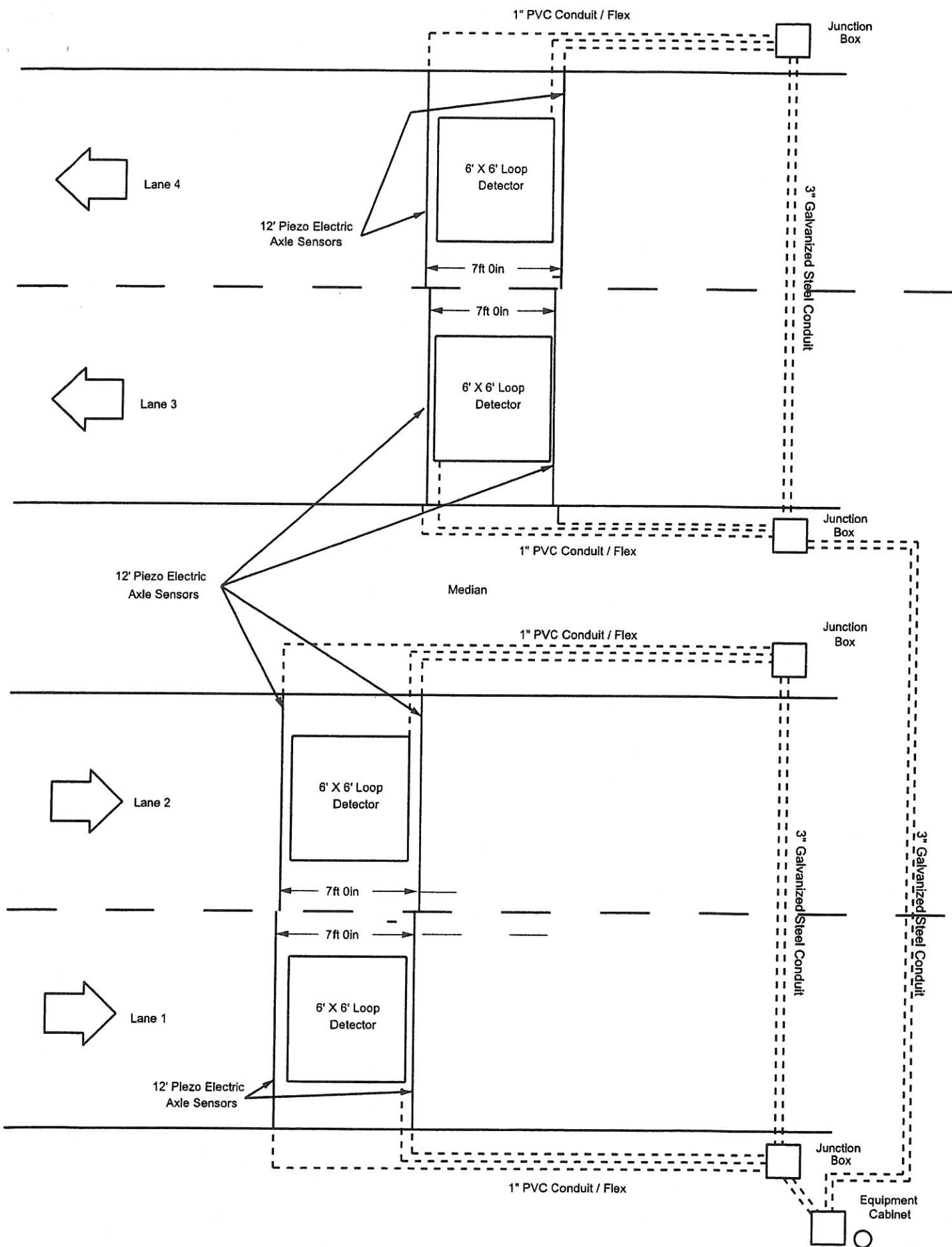
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Typical 1 - 2 Lane Traffic Counter Sensor Replacement



(not to scale)

Typical 2 - 4 Lane Traffic Counter Sensor Replacement



PATR Installation Cost Sheet

Item #1:

Complete Installation of 11 new sites with 11 batteries

Site 4 Harrison County I-79	<u>40,000</u>
Site 17 Logan County WV 10	<u>22,000</u>
Site 21 Pendleton County WV 28	<u>22,000</u>
Site 46 Randolph County US 250	<u>22,000</u>
Site 62 Greenbrier County I-64	<u>38,000</u>
Site 63 Kanawha County Co. 79/3	<u>20,000</u>
Site 64 Putnam County US 35	<u>38,000</u>
Site 65 Randolph County US 33	<u>22,000</u>
Site 66 Berkeley County WV 9	<u>40,000</u>
Site 67 Wirt County WV 5	<u>22,000</u>
Site 68 Logan County WV 10	<u>40,000</u>

Item #2:

Weigh in Motion (WIM) Calibration (11 Sites)

Site 4 Harrison County I-79	<u>3,000</u>
Site 17 Logan County WV 10	<u>3,000</u>
Site 21 Pendleton County WV 28	<u>3,000</u>
Site 46 Randolph County US 250	<u>3,000</u>
Site 62 Greenbrier County I-64	<u>3,000</u>
Site 63 Kanawha County Co. 79/3	<u>3,000</u>
Site 64 Putnam County US 35	<u>3,000</u>
Site 65 Randolph County US 33	<u>3,000</u>
Site 66 Berkeley County WV 9	<u>3,000</u>
Site 67 Wirt County WV 5	<u>3,000</u>
Site 68 Logan County WV 10	<u>3,000</u>

Total \$359,000.00

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D) _____ (E) as Principal, and _____ (F) of _____ (G) _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of _____ (K) (\$ _____ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____ (M) _____

NOW THEREFORE

(a) If said bid shall be rejected, or
 (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Oblige may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20 (P).

Principal Seal _____ (O)
 (R) (Name of Principal)

By _____ (S)
 (Must be President, Vice President, or Duly Authorized Agent)

_____ (T)
 Title

Surety Seal _____ (V)
 (U) (Name of Surety)

_____ (W)
 Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20_____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

WV-72
Created 07/01/13

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: 86140013

Contract Purpose: PERMANENT AUTOMATIC TRAFFIC RECORDERS

Agency Requesting Work: WV DIVISION OF HIGHWAYS

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: BAYLISS & RAMEY, INC.

Vendor Telephone: 304-937-3900

Vendor Address: 145 VAUGHAN DR. / PO BOX D
FRAZIERS BOTTON, WV 25082

Vendor Fax: 304-937-3901

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV000856

Classification:

ELECTRICAL
GENERAL BUILDING
GENERAL ENGINEERING
SPECIALTY

BAYLISS & RAMEY INC
DBA BAYLISS & RAMEY INC
PO BOX D
FRAZIERS BOTTOM, WV 25082

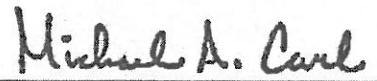
Date Issued

Expiration Date

AUGUST 07, 2014

AUGUST 07, 2015


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV000856

Classification:

ELECTRICAL
GENERAL BUILDING
GENERAL ENGINEERING
SPECIALTY

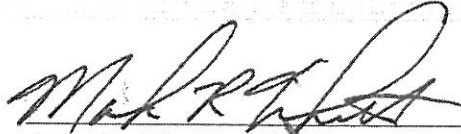
BAYLISS & RAMEY INC
DBA BAYLISS & RAMEY INC
PO BOX D
FRAZIERS BOTTOM, WV 25082

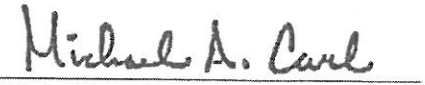
Date Issued

AUGUST 07, 2013

Expiration Date

AUGUST 07, 2014


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

BAYLISS & RAMEY, INC.

Electrical Contractors

145 Vaughan Drive • PO Box D • Fraziers Bottom, WV 25082 • (304) 937-3900 • Fax (304) 937-3901

Established in 1948 - WV Contractors License #WV000856

BAYLISS & RAMEY, INC

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Bayliss & Ramey, Inc. is an equal opportunity employer and it is our policy to insure all employees and applicants are treated without regard to their age (40 years or older), race, religion, sex (including sexual harassment), color or national origin. And it is also our policy not to discriminate against any employee or applicant because of physical or mental handicap or disability because they are a disabled veteran, veteran of the Vietnam Era, or military status. This includes all action with regard to employment, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training.

It is also our policy to keep the workplace free of sexual harassment. It is outlined in our plan what constitutes harassment and the procedures to follow to report it.

A copy of our EEO Policy is available for your review on the bulletin board located in the shop. Paul A. Whitt is our company EEO Officer and can be reached in confidence and without fear of reprisal at (304)937-3900 or (304)859-2013.



Mark R. Whitt, President

BAYLISS & RAMEY, INC.

Electrical Contractors

145 Vaughan Drive • PO Box D • Fraziers Bottom, WV 25082 • (304) 937-3900 • Fax (304) 937-3901

Established in 1948 - WV Contractors License #WV000856

PROPOSED SAFETY - ACCIDENT PREVENTION

- I. In the performance of this contract, Bayliss & Ramey, Inc., the contractor, shall comply with all applicable Federal, State and Local laws governing safety, health and sanitation.
- II. Bayliss & Ramey, Inc. shall provide the following: To protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
 - A. SAFETY DEVICE:
Flares, warning and flasher lights, traffic cones, oil drum markers, reflective markers, barricades and flagmen as applicable.
 - B. PROTECTIVE EQUIPMENT:
Hard hats, safety glasses, ear plugs.
 - C. SAFEGUARDS:
All construction operations shall be scheduled to keep traffic delay to a minimum.
- III. We will have a safety meeting for all employees, foreman and supervisors once a week.
- IV. Paul A. Whitt will be the project safety supervisor and traffic control contact.
- V. Paul A. Whitt will be the company safety officer, telephone 304-937-3900.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George H. Friedlander Co. PO Box 2466 1566 Kanawha Blvd. E. Charleston, WV 25311 FRIEDLANDER COMPANY	CONTACT NAME: PHONE (A/C, No, Ext): 304-357-4520		FAX (A/C, No): 304-345-8724
	E-MAIL ADDRESS: _____		
INSURED Bayliss & Ramey, Inc. P O Box D Fraziers Bottom, WV 25082	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Insurance		25674
	INSURER B : BrickStreet Insurance		12372
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

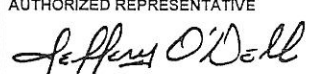
CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		CO-5615B871-14	07/01/2014	07/01/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> Includes XCU					PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Emp Ben.	\$ 1,000,000
A	AUTOMOBILE LIABILITY		810-5615B871-14	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CUP-5615B871-14	07/01/2014	07/01/2015	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCB1005816 INCLS WV CODE 23-4-2	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER WVDH001 WEST VIRGINIA DEPARTMENT OF TRANSPORTATION-DIV OF HIGHWAYS BUILDING 5, ROOM 737 1900 KANAWHA BOULEVARD EAST CHARLESTON, WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

Agency Purchasing
REQ.P.O# 86140013
Bond # 44783

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Bayliss & Ramey, Inc.
 of Fraziers Bottom, West Virginia, as Principal, and Companion Property and Casualty Insurance Company
 of Reynoldsburg, Ohio, a corporation organized and existing under the laws of the State of
South Carolina with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Eighteen Thousand and No/100 (\$ 18,000.00) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
86140013 - Permanent Automatic Traffic Recorders

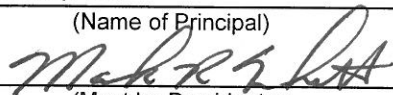
NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.


The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
23rd day of July, 2014.

Principal Corporate Seal

Bayliss & Ramey, Inc.
(Name of Principal)
By 
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

Companion Property and Casualty Insurance Company
(Name of Surety)

Attorney-in-Fact
Andrew C. Heaner

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)
51 Clemson Road
Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY ("Companion") had made, constituted and appointed, and by these presents does make, constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Stephen E. Lallier of Reynoldsburg, Ohio; Patricia E. Martin of Lutz, Florida; Melanie J. Stokes of Atlanta, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Scott E. Stoltzner of Birmingham, Alabama; Diane L. McLain of Fitchburg, Wisconsin; Brian A. O'Neal of Parker, Colorado; Jason S. Centrella of Jacksonville, Florida; Kelley E.M. Nys of Decatur, Georgia; Michael K. Thompson of Atlanta, GA; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of **\$1,000,000 (One Million Dollars)** including but not limited to consents of surety for the release of retained percentages and / or final estimates on construction contracts or similar authority requested by the Department of Transportation, **State of Florida** and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be binding upon the Company as if they had been duly signed by the president and attested by any officer of the company in their own proper persons.

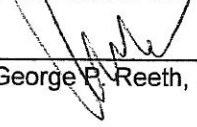
In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President and Chief Underwriting Officer this 27th day of July, 2012.

Attest:



Ron Carlson, VP and Chief Underwriting Officer

COMPANION PROPERTY AND CASUALTY
INSURANCE COMPANY

By: 

George P. Reeth, Jr. President

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

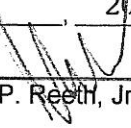
On this 27th day of July, 2012, before me personally came George P. Reeth, Jr., to me known, who being by me duly sworn, did depose and say that he resides in Columbia, in the County of Richland, State of SC, at Columbia; that he is the President of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

Notary Public, State of SC, Qualified in Richland County Commission Expires: 7/16/14

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

I, the undersigned, an Officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 23rd day of July, 2014



George P. Reeth, Jr. President

BAYLISS & RAMEY, INC.

Electrical Contractors

145 Vaughan Drive • PO Box D • Fraziers Bottom, WV 25082 • (304) 937-3900 • Fax (304) 937-3901

Established in 1948 - WV Contractors License #WV000856

BAYLISS & RAMEY, INC. DRUG AND ALCOHOL ABUSE POLICY AND TESTING PROCEDURES

INTRODUCTION

BAYLISS & RAMEY, Inc. acknowledges the problems of drug and alcohol abuse in our society. Drug and alcohol abuse pose a serious threat to our employees and the public at large. BAYLISS & RAMEY, Inc. is, therefore, committed to providing a safe work environment that is safe from the effects of the illegal drugs and alcohol abuse and, where applicable, complying with the provisions of the Drug-Free Workplace Act, United States Department of Transportation (DOT) regulations and other applicable federal and state laws. Accordingly, BAYLISS & RAMEY, Inc. adopts the following policy and procedures to insure a workplace free from illegal drugs and alcohol abuse. If you have any questions regarding this policy please contact the Corporate Safety Officer at 304-437-3900.

This policy applies to all regular, part-time, temporary, introductory and casual employees of BAYLISS & RAMEY, Inc. A copy of this policy will be conspicuously posted at all job sites and each employee at Ahern & Associates, Inc. will receive a copy of the policy and participate in mandatory training on the features of this policy.

Substances covered by the policy include, but are not limited to, marijuana, heroin, hashish, cocaine, hallucinogens, depressants, stimulants such as methamphetamine, or any drugs or controlled substances which are not prescribed by a licensed medical doctor, or prescription drugs used in a manner inconsistent with recognized medical procedures.

POLICY

All employees, applicants, even employees of other companies, vendors or visitors are strictly prohibited from the use, abuse, presence in the body or reporting to work under the influence of illegal drugs and alcohol. Further prohibited is the use of prescription drugs in a manner inconsistent with the recognized medical procedures as well as the illegal manufacture, distribution, possession, transfer, storage, concealment, transportation, promotion or sale of controlled substances, unauthorized alcohol or intoxicating beverages, or drug-related paraphernalia while on the jobsite, company premises and/or during working time. Violations of this policy will result in disciplinary action up to and including discharge, and where appropriate, denial of access to the jobsite. Employees who engage in criminal conduct by using, distributing, selling or possessing controlled substances on their own time away from company premises or jobsites will also be subject to disciplinary action up to and including discharge.

All job applicants who have been offered employment shall be subject to a drug and/or alcohol screening test prior to the finalization of such employment offer. Failure to submit to testing or a positive result will disqualify the applicant from employment with BAYLISS & RAMEY, Inc.

Any employee whose behavior or performance suggests the influence of alcohol or controlled substances, or who is involved in an accident, may be requested to submit to a screening test administered by a physician, laboratory, or individual selected by BAYLISS & RAMEY, Inc. Employees in safety-sensitive job positions will also be tested on a random basis for drug and/or alcohol abuse. If an employee refuses to submit to testing or tests positive, the employee will be subject to disciplinary action up to and including discharge.

This policy does not apply to the use of over-the-counter medication when used in accordance with the manufacture's directions, nor does the policy apply to the use of alcohol at authorized



Member since 1961
EQUAL OPPORTUNITY EMPLOYER

business or social functions. Employees who are required to take prescription or non-prescription drugs which may affect their ability to perform their duties in a safe and efficient manner, must immediately notify their supervisor prior to beginning work. Failure to report the taking of prescription or non-prescription drugs which may affect your ability to work safely and efficiently shall be grounds for appropriate disciplinary action.

Any employee who is convicted of violating any federal or state criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance, whether on or off company premises, must notify his/her supervisor within five (5) days of such conviction. For the purposes of this notice requirement, a conviction means a finding of guilt (including a plea of "no contest") or imposition of sentence or both by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes. Failure to advise the appropriate supervisor within five (5) days of such conviction will result in disciplinary action up to and including discharge.

Compliance with this policy is a condition of employment or continued employment with BAYLISS & RAMEY, Inc.

PRE-EMPLOYMENT/NEW HIRE DRUG AND ALCOHOL SCREENING

All job applicants who have been offered employment will undergo screening for the presence of illegal drugs and/or alcohol as a condition of employment prior to the finalization of such employment offer. Applicants will be required to voluntarily submit to a testing procedure at a laboratory, physician's office, or jobsite as selected by BAYLISS & RAMEY, Inc. Failure to submit to screening or positive results will disqualify the applicant from employment with BAYLISS & RAMEY, Inc. Any applicant with positive test results will be denied employment.

It is also the policy of BAYLISS & RAMEY, Inc. that all persons shall be notified during their initial interview and given a copy of the drug and alcohol abuse policy which states that successful applicants will be required to submit to a drug and alcohol screen test.

Any person to whom an offer of employment is made ("new hire"), but was unable to be screened before commencing work or any person recalled/reinstated to employment with BAYLISS & RAMEY, Inc. who has not worked for BAYLISS & RAMEY, Inc. within the past year, must submit to a screening for the presence of illegal drugs and/or alcohol within 30 days of hire or recall/reinstatement. **Employment with BAYLISS & RAMEY, Inc. is conditioned upon a negative result from this screening for new hires and recalled/reinstated persons.** This screening may be unannounced at the discretion of BAYLISS & RAMEY, Inc. in lieu of requiring a screening within the 30 day period. To be "current," a drug card must have been issued by another employer within one calendar year of commencing work or recall/reinstatement with BAYLISS & RAMEY, INC.

TESTING OF CURRENT EMPLOYEES

Employees may be required to submit to a drug and/or alcohol testing at a laboratory, physician's office, or jobsite selected by BAYLISS & RAMEY, Inc. after an accident, if the employee's job responsibility involves public safety or the safety of others or if there is reasonable

cause to suspect substance abuse by the employee. Circumstances that could be indicative of substance abuse problem(s) and considered reasonable grounds for suspicion include, but are not limited to:

1. Observed alcohol or drug abuse during work hours or on company premises or worksites;
2. Apparent state of mental or physical impairment;
3. Incoherent mental state;
4. Marked changes in personal behavior that are otherwise unexplainable;
5. Deteriorating work performance that is not attributed to other factors;
6. Other factors that provide reasonable cause to believe that drugs or alcohol may be a factor.

If the test indicates the employee is under the influence of alcohol or any illegal drug, or if the employee refuses to take the test, the employee will be subject to disciplinary action up to and including discharge.

RANDOM TESTING

Employees of BAYLISS & RAMEY, Inc. whose job responsibilities involve public safety or the safety of others, will be subject to drug and/or alcohol testing on a random basis. An independent organization selected by BAYLISS & RAMEY, Inc. will administer the random selection process so that all employees in the testing pool have an equal statistical likelihood of being selected for testing. Random testing will be conducted on a monthly basis. When the next random draw is conducted all employees are again included in the pool with an equal chance of selection, regardless of whether an employee has been previously selected. Approximately ten percent (10%) of the work force will be tested during the random annual testing cycle. Employees selected for random testing will be notified of the date and time for testing. Refusal to take the test or if the test results are positive, will subject the employee to disciplinary action up to and including discharge.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

BAYLISS & RAMEY, Inc. encourages employees who are using drugs or suffering from alcohol or drug abuse to seek assistance. While BAYLISS & RAMEY, Inc. does not have a company-funded employee assistance program (EAP), the company maintains a list of agencies who provide such services. Any employee desiring further information should contact the corporate safety officer for a confidential meeting.

It is the responsibility of each employee to seek assistance from any EAP before drug and alcohol problems lead to disciplinary action. Once a violation of this drug and alcohol abuse policy occurs, subsequent using an EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have a bearing on the determination of appropriate discipline. An employee's decision to voluntarily seek assistance from the EAP will not be used as the basis for disciplinary action, nor will participation in an EAP be used against an employee in any disciplinary proceeding. On the other hand, using the EAP will not be a defense to imposition of disciplinary action where facts proving a violation of the drug and alcohol abuse policy are obtained from sources other than an EAP. Accordingly, the underlying purpose and practice of this drug and alcohol abuse policy and EAP are not in conflict, but are distinctly separate in their applications.

RETURNING TO WORK AFTER A POSITIVE DRUG TEST

BAYLISS & RAMEY, Inc. may, solely at management's discretion, decide to rehire any employee that was terminated for a positive drug test. Before returning, the employee must successfully complete any evaluation, rehabilitation, and follow-up testing prescribed by the Employee Assistance Program (EAP). The rehired employee will be responsible for the cost of any follow-up testing required by the EAP. An employee who has successfully completed rehabilitation will be subject to random testing for one year after rehabilitation is completed. If an employee is tested and confirmed the second time as positive he or she shall be dismissed from employment.

Revised 5/5/08

EMPLOYEE ACKNOWLEDGEMENT FORM

I _____, have received the BAYLISS & RAMEY Inc. Drug and Alcohol Abuse Policy Testing Procedures, and I understand that it is my responsibility to read and comply with this policy and any revisions made to it. Revisions to the policy may occur, and any such changes will be communicated through official notices. I also understand that revised information may supersede, modify or eliminate existing policies. Only the executive management team of BAYLISS & RAMEY, Inc. has the ability to revise this policy and any revisions must be in writing.

Furthermore, I acknowledge that this Drug and Alcohol Abuse Policy is not in any way to be constructed as a contract of employment with BAYLISS & RAMEY, Inc.

EMPLOYEE'S SIGNATURE

DATE

BAYLISS & RAMEY, INC.

Electrical Contractors

145 Vaughan Drive • PO Box D • Fraziers Bottom, WV 25082 • (304) 937-3900 • Fax (304) 937-3901

Established in 1948 - WV Contractors License #WV000856

EQUAL EMPLOYMENT OPPORTUNITY PLAN/ AFFIRMATIVE ACTION PLAN FOR BAYLISS & RAMEY, INC

1. GENERAL

It is the policy of Bayliss & Ramey, Inc. to assure that applicants are employed, and that employees are treated during employment, without regard to their age (40 years or older), race, religion, sex (including sexual harassment), color, or national origin. It is also the policy of this company not to discriminate against any employee or applicant for employment because of physical or mental handicap or disability because they are a disabled veteran or veteran of the Vietnam Era. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

2. Equal Employment Opportunity Officer

Bayliss & Ramey, Inc. will designate and make known to the Owner's contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and is capable of effectively administering and promoting an active contractor program of equal employment opportunity and who will be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy

A. All members of the Bayliss & Ramey, Inc. staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, our equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

1. A meeting of supervisory and personnel office and field employees will be conducted not less often than once a year, at which time our equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
2. All new supervisory or personnel office or field employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of our equal employment opportunity obligations within thirty (30) days following their reporting for duty with us.



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EQUAL OPPORTUNITY EMPLOYER

3. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in our procedures for locating and hiring minority group employees.
- B. In order to make our equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., we will take the following actions:
 1. Notices and posters setting forth our equal opportunity policy will be placed in the shop area which is readily accessible to employees, applicants for employment, and potential employees. In addition, they will be placed on worksites in which we are the prime contractor and we expect to be at the location for no less than 0 months.
 2. Our equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment
 - A. When advertising for employees, Bayliss & Ramey, Inc. will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - B. We will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges, and minority group organizations. To meet this requirement, we will, through our EEO officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to us for employment consideration.

Since we have a valid bargaining agreement providing for exclusive hiring hall referrals, we expect to observe the provisions of that agreement to the extent that the system permits our compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates us to do the same, such implementation violates Executive Order 11246, as amended.)

- C. We will encourage our present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- A. Bayliss & Ramey, Inc. will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- B. We will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- C. We will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, we will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all effected persons.
- D. We will promptly investigate all complaints of alleged discrimination made to us in connection with our obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, we will inform every complainant of all of his or her avenues of appeal.

6. Training and Promotion

- A. Bayliss & Ramey, Inc. will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- B. Consistent with our work force requirements and as permissible under Federal and State regulations, we shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Special Provision for on-the-job training is provided under this contract, this subparagraph will be superseded as indicated therein.

- C. We will advise employees and applicants for employment of available training programs and entrance requirements for each.
- D. We will periodically review the training and promotion potential of all employees and will encourage eligible employees to apply for such training and promotion.

7. Unions

If Bayliss & Ramey, Inc. relies in whole or in part upon unions as a source of employees, we will use our best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by us either directly or through a contractor's association acting, as agent will include the procedures set forth below:

- A. We will use our best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- B. We will use our best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- C. We will obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to us, we shall so certify to the owner and shall set forth what efforts have been made to obtain such information.
- D. If the event the union is unable to provide us with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, we will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents us from meeting the obligations pursuant to Executive Order 11246 as amended, and these special provisions, we shall immediately notify the owner.

8. Subcontracting

- A. Bayliss & Ramey, Inc. will use our best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. We shall obtain lists of minority-owned construction firms from the owner.
- B. We will use our best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

9. Records and Reports

Bayliss & Ramey, Inc. will keep such records as are necessary to determine compliance with our equal employment opportunity obligations. The records kept by us will be designed to indicate:

- 1. The number of minority and non-minority group members and women employed in each work classification on the project.
 - 2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women.
 - 3. The progress and efforts being made in location, hiring, training, qualifying, and upgrading minority and female employees.
 - 4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- B. All such records will be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable time and places for inspection by authorized representatives of the owner.

10. SEXUAL HARASSMENT

Bayliss & Ramey, Inc. has adopted a policy prohibiting discrimination in the workplace. Sex discrimination can take the form of sexual harassment. In order that employees may better understand its policy, Bayliss & Ramey, Inc. offers the following general summary of what constitutes sexual harassment.

WHAT IS SEXUAL HARASSMENT?

Sexual harassment is defined by federal and state regulations as including unwelcome advances or contact, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

1. your submission to such conduct is made, either explicitly or implicitly, a term or condition of your employment;
2. your submission to or rejection of such conduct is used as the basis for employment decisions affecting you,

Or;

3. such conduct has the purpose or effect of unreasonably interfering with your work performance or creating an intimidation, hostile or offensive working environment.

SEE NEXT PAGE FOR REPORTING PROCEDURES

HOW DO I REPORT DISCRIMINATION OR HARASSMENT?

If you, as an employee believe you have been discriminated against in you employment because of you age, race; national origin, sex or disability, or you believe you are being sexually harassed, you should immediately notify your supervisor or Paul A. Whitt in the office at (304) 937-3900 without fear of reprisal. Upon receiving your complaint, the person notified will conduct an investigation to develop the facts. Anyone found to be engaging in any type of unlawful discrimination or harassment will be subject to disciplinary action, up to and including termination of employment.

COMPANY EEO-SAFETY OFFICER-VICE PRESIDENT:

PAUL A. WHITT
PO BOX D
FRAZIERS BOTTOM, WV 25082

COMPANY PRESIDENT

MARK R. WHITT
PO BOX D
FRAZIERS BOTTOM, WV 25082

PROJECT EEO OFFICER

PROJECT SUPERVISOR



MARK R. WHITT, PRESIDENT

AUGUST 1, 2013

**FEDERAL AND STATE
AGENCY CONTACT INFORMATION**

WEST VIRGINIA CONTACTS

WV Department of Transportation
Equal Employment Opportunity Division
1900 Kanawha Blvd E.
Building 5 Room 948
Charleston, WV 25305

Federal Highway Administration
U.S. Department of Transportation
700 Washington Street E.
Suite 200
Charleston, WV 25301
304-347-5928

**PROCEDURE FOR HANDLING COMPLAINTS
OF DISCRIMINATION OR HARASSMENT**

- A. The employee shall present their complaint orally or in writing to the Job site group leader (foreman), project site EEO officer or anyone listed on page seven within 20 days of the occurrence.
- B. If the complaint was given to the job site group leaders (foreman) or field personnel, they are to notify the project site EEO officer within a maximum of 10 working days upon becoming aware of an action or complaint, verbal or written, concerning discrimination or harassment.
- C. The project site EEO Officer is to notify the company EEO officer/Administrator within a maximum of 10 working days upon becoming aware of an action or a complaint, verbal or written, concerning discrimination or harassment.

- D. The company EEO Officer and/or appropriate official will promptly begin an investigation into the relevant facts surrounding any complaint concerning discrimination or harassment. This will include a visit to the job site to discuss the complaint with all parties involved in an attempt to resolve the matter and report the decision orally or in writing to the employee within 10 working days of knowledge of the complaint.
- E. Upon completion of an investigation and if an agreement has not been reached, the employee shall present their appeal either orally or written to the company president within a maximum of 10 working days .
- F. In the event that a complaint has not been satisfactorily resolved via the aforementioned appeal procedures, and the employee feels further action is warranted, refer to the federal and state agencies on the preceding page.
- G. The company president will receive a written report on all matters relating to alleged discrimination or harassment.



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

STATE OF WEST VIRGINIA,
COUNTY OF PUTNAM **, TO-WIT:**

I, MARK R. WHITT, after being first duly sworn, depose and state as follows:

- 1. I am an employee of BAYLISS & RAMEY, INC.; and,
(Company Name)
- 2. I do hereby attest that BAYLISS & RAMEY, INC.
(Company Name)

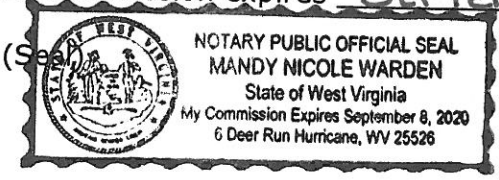
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D.**

The above statements are sworn to under the penalty of perjury.

By: MARK R. WHITT *Mark R. Whitt*
 Title: PRESIDENT
 Company Name: BAYLISS & RAMEY, INC.
 Date: JULY 23, 2014

Taken, subscribed and sworn to before me this 23 day of July, 2014.

By Commission expires SEPTEMBER 8, 2020



Mandy Nicole Warden
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. 86140013

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: BAYLISS & RAMEY, INC.

Authorized Signature: *Mak R. Pitt* Date: JULY 23, 2014

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 23 day of July, 2014.

My Commission expires September 8, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

Mandy Nicole Warden

Purchasing Affidavit (Revised 07/01/2012)

